

Remarks

Summary of the Office Action

Claims 1-6, 51-56, 101-106, and 151-177 are pending in this application. Claims 7-50, 57-100, and 107-150 were cancelled after being withdrawn from consideration pursuant to applicants' reply to the restriction requirement of June 1, 2006.

Claims 1-6, 51-56, 101-106, and 151-177 are rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. Claims 153, 154, 162, 163, 171, and 172 are rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the enablement requirement.

Claims 1, 2, 51, 52, 101, 102, 151, 152, 156, 160, 161, 165, 169, 170, and 174 are rejected under 35 U.S.C. § 102(b) as being anticipated by Sloo U.S. Patent No. 5,895,450 (hereinafter "Sloo").

Claims 3, 5, 6, 53, 55, 56, 103, 105, and 106 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo in view of Vaidyanathan et al. U.S. Patent Publication No. 2004/0059596 (hereinafter "Vaidyanathan").

Claims 4, 54, 104, 155, 164, and 173 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo in view of Kilibaner U.S. Patent Publication No. 2002/0161597 (hereinafter "Kilibaner").

Claims 153, 154, 157-159, 162, 163, 166-168, 171, 172, and 175-177 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo.

Summary Applicants' Reply

Applicants have amended claims 153, 154, 162, 163, 171, and 172 to more particularly define the

invention. No new matter has been added and the amendments and new claims are fully supported by the originally-filed specification.

Reconsideration of this application in light of the following remarks is hereby respectfully requested.

Applicants' Reply to the 35 U.S.C. § 112 Rejections

A. Claims 1, 51, and 101

Claims 1, 51, and 101 are rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. This rejection is respectfully traversed.

The Examiner contends that the claim feature of "determining estimated dispute resolution information" does not comply with the written description requirement because the term "estimated dispute resolution information" is not defined anywhere in applicants' specification. See Office Action, page 3. Applicants remind the Examiner that "[t]he subject matter of the claim need not be described literally (i.e., using the same terms or *in haec verba*) in order for the disclosure to satisfy the written description requirement." MPEP § 2163.02. Rather, "newly added claim limitations must be supported in the specification through express, implicit, or inherent disclosure." MPEP § 2163IB.

Applicants' originally filed specification recites that estimated dispute resolution information can be provided to a user. For example, a user can be provided a cost or time estimate for a dispute resolution mechanism or path. This estimated dispute resolution information can help the user decide whether to pursue that particular dispute resolution mechanism or path. Support for this feature can be found, for example, in paragraphs 157 and

213 and FIG. 20, step 278 of applicants' originally filed specification. Therefore, applicants submit that there is support in the originally filed application for the feature of "determining estimated dispute resolution information."

The Examiner also contends that applicants' claimed feature of "determining a subplurality of dispute resolution paths . . . wherein each of the dispute resolution paths comprises a plurality of steps for implementing at least one dispute resolution mechanism" is new matter. However, applicants' originally filed specification recites that the dispute management application can provide a party to a dispute with one or more dispute resolution mechanisms. See, e.g., applicants' specification paragraph 156. The dispute resolution mechanisms include, for example, on-call mediation, in-person mediation, documents-only arbitration, and in-person arbitration See, e.g., applicants' specification paragraph 290. The one or more dispute resolution mechanisms provided to the parties are referred to in applicants' application as either a dispute resolution path, a dispute resolution pathway, a path, or a pathway. See, e.g., applicants' specification paragraphs 156, 166, 359, and 361. Finally, the paths can be displayed to the parties to show all of the steps in the dispute resolution process. See, e.g., applicants' specification paragraph 156. Furthermore, FIGS. 196-201 of applicants' specification, show illustrative "smartpaths" that are made up one or more "phases" where each phase is a different dispute resolution mechanism and where the steps of each phase are illustrated. Thus, applicants' originally filed specification recites that dispute resolution paths are determined and that these paths are made up of one or more

dispute resolution mechanisms which in turn are made up of multiple steps. Therefore, applicants submit that there is support in the originally filed application for the feature of "determining a subplurality of dispute resolution paths . . . wherein each of the dispute resolution paths comprises a plurality of steps for implementing at least one dispute resolution mechanism."

Accordingly, for at least these reasons, applicants request that the rejection of claims 1, 51, and 101 under 35 U.S.C. § 112, first paragraph be withdrawn.

B. Claims 4, 5, 54, 55, 104, 105, 151, 155, 160, 164, 169, and 173

Claims 4, 5, 54, 55, 104, 105, 151, 155, 160, 164, 169, and 173 are rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. This rejection is respectfully traversed.

Claims 4, 54, and 104 recite that determining the estimated dispute resolution information include "calculating a cost for resolving the dispute using each of the determined dispute resolution paths." Claims 5, 55, and 105 recite that determining the estimated dispute resolution information includes "determining an estimated time for resolving the dispute using each of the determined dispute resolution paths." Claims 151, 160, and 169 recite that determining the estimated dispute resolution information includes "providing success rate information for similar disputes using each of the determined dispute resolution paths." Claims 155, 169, and 179 recite that calculating a cost for resolving the dispute includes "calculating an average cost of a plurality of disputes

resolved using each of the determined dispute resolution paths."

The Examiner contends that even though the applicants' specification recites that estimated dispute resolution information such as estimated cost and time may be provided "there is no disclosure as to providing this information for each of the paths, as now claimed by applicant." Office Action, page 6.

Paragraphs 156 and 213 of applicants' originally filed specification describe how estimated dispute resolution information such as estimated cost and time may be provided. Furthermore, paragraph 213 states that this estimated dispute resolution information is provided in order to "guide disputing parties in understanding resolution options and aid them in selecting the most appropriate mechanism for solving their dispute." As was described with respect to claims 1, 51, and 101 above, the parties can be provided with one or more dispute resolution paths each made up of one or more dispute resolution mechanisms. The parties can then select one of the provided paths. Therefore, it is clear from this description that in order to aid the parties in selecting one of the paths selected by the system, the parties are provided with estimated dispute resolution information for each of the paths. The Examiner's implication that this information would only be provided for a single path or for only some of the paths does is not sound because this would not serve the parties in selecting "the most appropriate mechanism" from the plurality of paths.

Therefore, applicants submit that there is support in the originally filed specification for the features of claims 4, 5, 54, 55, 104, 105, 151, 155, 160,

164, 169, and 173. Accordingly, for at least these reasons, applicants request that the rejection of claims 4, 5, 54, 55, 104, 105, 151, 155, 160, 164, 169, and 173 under 35 U.S.C. § 112, first paragraph be withdrawn.

C. Claims 152, 156-159, 161, 165-168, 170, and 174-177

Claims 152, 156-159, 161, 165-168, 170, and 174-177 are rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. This rejection is respectfully traversed.

Claims 152, 161, and 170 recite that determining a sub-plurality of dispute resolution paths includes "determining two dispute resolution paths." Claims 156, 165, and 174 recite that "a first determined dispute resolution path implements at least two dispute resolution mechanisms." Claims 157, 166, and 175 recite that "the first determined dispute resolution path will move from a first dispute mechanism to a second dispute mechanism only when the first dispute mechanism does not result in a resolution." Claims 158, 167, and 176 recite that "the first determined dispute resolution path will move from a first dispute mechanism to a second dispute mechanism without any user intervention when the first dispute mechanism does not result in a resolution." Claims 159, 168, and 177 recite that "a first determined dispute resolution path implements documents only arbitration and a second determined dispute resolution path implements on call mediation followed by arbitration."

Applicants submit that support for all of these features can be found in FIGS. 196-201 of applicants' specification. In these drawings, two dispute resolution

path options are presented, smartpath 3 and smartpath 5. Smartpath 3 contains two dispute resolution mechanisms on-call mediation and refer to partner arbitration. With respect to smartpath 3, the text of FIG. 197 states:

ResoLogics has determined, based on the size, complexity and nature of your dispute, that there may be two phases to resolving your dispute. During Phase I, the parties will attempt to resolve the dispute through On Call Mediation. If after Phase I a resolution cannot be reached through OCM, the case will move to Phase II, and will be Referred to a ResoLogics Partner (RTP) for resolution.

Thus, the determined dispute resolution path (smartpath 3) moves from the first mechanism (on-call mediation) to the second mechanism (refer to partner arbitration) only when a resolution cannot be reached through on-call mediation. This transition from the first mechanism to the second mechanism is predetermined such that the user does not need to do anything to transition from one to the other if the first mechanism fails to resolve the dispute.

Therefore, applicants submit that there is support in the originally filed specification for the features of claims 152, 156-159, 161, 165-168, 170, and 174-177. Accordingly, for at least these reasons, applicants request that the rejection of claims 152, 156-159, 161, 165-168, 170, and 174-177 under 35 U.S.C. § 112, first paragraph be withdrawn.

D. Claims 153, 154, 162, 163, 171, 172

Claims 153, 154, 162, 163, 171, 172 are rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the enablement requirement. In particular, the Examiner asserts that these claims contain subject matter

that was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. This rejection is respectfully traversed.

Applicants have amended claims 153, 154, 162, 163, 171, 172 to more particularly define the invention. In particular, claims 153, 162, and 171 have been amended to recite that the dispute resolution paths are determined based on the size of the dispute amount. Claims 154, 163, and 171 have been amended to recite that the dispute resolution paths are determined based on the relationship between the user and a disputing party. Support for these amendments can be found, for example, in paragraph 156s and 213 and in FIGS. 187-201 of applicants' specification.

Applicants submit that these claim features are enabled by the originally filed specification. In particular, applicants' dispute management applicant determines appropriate dispute resolution mechanisms for resolving a user's dispute based on information the user enters about the dispute (e.g., size of the disputed amount and relationship between the disputing parties). In fact, FIGS. 187-201 of applicants' specification show an illustrative example of a user interface that can be used to ask a user about a dispute and a filtering tool that uses the information provided by the user to assist the user in selecting a resolution path. Therefore, given applicants' disclosure, one of ordinary skill in the art would understand that one or more dispute resolution paths can be determined based on information about the dispute without undue experimentation. Accordingly, for at least this reason, applicants request that the rejection of

claims 153, 154, 162, 163, 171, 172 under 35 U.S.C. § 112, first paragraph be withdrawn.

Applicants' Reply to the Rejection of
Claims 1, 51, and 101 Under 35 U.S.C. § 102(b)

Claims 1, 51, and 101 are rejected under 35 U.S.C. § 102(e) as being anticipated by Sloo.

Applicants' independent claims 1, 51, and 101 are directed, *inter alia*, toward a method and systems for guiding a user through dispute resolution using a dispute management application that provides a user with a sub-plurality of dispute resolution paths along with estimated dispute resolution information about the paths, in response to the user's profile information. Each dispute resolution path is made up of a plurality of steps that implements at least one dispute resolution mechanism. The steps of the dispute resolution paths are displayed along with the estimated dispute resolution information. The user is then prompted to select one of the paths, which is initiated in response to the selection.

Sloo refers to a system for handling and resolving user complaints against subjects. The system resolves all disputes through one of three resolution mechanisms: negotiation, a judge/jury, or an automatic judgment system. The user is required to select one of these three dispute resolution options for all of the disputes without any guidance from the system.

For a proper rejection under 35 U.S.C. § 102, each and every element as set forth in the claim must be found in a single prior art reference. Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 2 USPQ2d 1051 (Fed. Cir. 1987). A claim is anticipated only if each and

every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. MPEP 2131.

- A. Sloo does not show "determining a sub-plurality of dispute resolution paths for resolving the dispute from a plurality of dispute resolution paths based on the profile."

In the Reply to Office Action dated October 30, 2007 ("Previous Reply") applicants argued that Sloo does not expressly or inherently show "determining a sub-plurality of dispute resolution paths for resolving the dispute from a plurality of dispute resolution paths based on the profile," as recited by applicants' independent claims.

In response, the Examiner asserts that "this claim limitation can be broadly read to be determining a dispute path from several paths based on the profile (information about the parties) and that Sloo discloses this limitation." Office Action, page 19. Applicants disagree with this assertion.

In spite of the Examiner's assertion, Sloo does not show determining a dispute path from several paths based on profile information. Instead, Sloo only refers to providing users with the three dispute resolution mechanisms irrespective of the information provided by the user. See e.g., Sloo, FIG. 7. Sloo states:

If the user selected the "Settle a Dispute" option in step 212 of FIG. 2, the program moves to the steps illustrated in FIG. 7. This routine begins in step 700 which provides instructions and allows the user to proceed by selecting one of the following options: "Negotiate the Complaint" to allow the user and subject to enter into private negotiations in an attempt to resolve the complaint; "Request a Judge/Jury" to allow either the user or subject to request intervention by a third party to resolve the

dispute; "Automatic Negotiator" to allow the apparatus 10 to determine a resolution to the dispute; and "Appeal a Decision" to allow either part to appeal a decision that was rendered using either of the three previous settlement options.

Sloo, Column 7, lines 29-41. Thus without regard to any profile, Sloo provides the user the option of selecting from any of the available dispute resolution mechanisms. Sloo therefore does not determined a sub-plurality of dispute resolution mechanisms from a plurality of dispute resolution mechanisms based on a user's profile. Thus, Sloo does not show this element of applicants' independent claims.

Moreover, the Examiner also points to column 9, line 32 through column 11, line 5 as allegedly showing this feature applicants' independent claims. However, this portion of Sloo merely refers to the "Automatic Negotiator." The Automatic Negotiator is merely one of the three dispute resolution mechanisms offered to the user and is not determined based on a profile. However, even if the Examiner asserts that the Automatic Negotiator itself determines a dispute path from several paths based on the profile (which applicants maintain it does not), the Automatic Negotiator of Sloo still does not show "determining estimated dispute resolution information at the second computer for each of the determined dispute resolution paths based on the profile," "displaying ... the estimated information [prior to the selection of a dispute resolution path]," or "displaying at the first computer the plurality of steps for the determined dispute resolution paths for resolving the dispute [prior to the selection of a dispute resolution path]." Instead, when the Auto Negotiator of Sloo is selected by the user it evaluates the user information and determines an outcome. See e.g.,

Sloo, column 10, lines 13-21. In fact, the Auto Negotiator is by definition automatic and does not provide the user with information such as estimate dispute resolution information or the steps of the path to aid the user in selecting a provided path. Therefore, the Auto Negotiator of Sloo also does not show all of the elements of applicants' independent claims.

- B. Sloo does not show "determining estimated dispute resolution information at the second computer for each of the determined dispute resolution paths based on the profile" and "displaying ... the estimated information [prior to the selection of a dispute resolution path]."
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In the Previous Reply applicants argued that Sloo does not expressly or inherently show "determining estimated dispute resolution information at the second computer for each of the determined dispute resolution paths based on the profile" and "displaying ... the estimated information [prior to the selection of a dispute resolution path]," as recited by applicants' independent claims.

In response, the Examiner asserts that "this [claim limitation] can be broadly read to be determining cost, time, or success of the dispute resolution based on the profile and Sloo discloses a probability of success." Office Action, page 19. Applicants disagree with this assertion.

In support of the assertion that "Sloo discloses a probability of success" the Examiner cites Column 8, line 60 through Column 9, line 10 of Sloo. However this portion of Sloo merely refers to providing various parties scores based on their interactions with the systems. These scores are intended to correspond to the parties' reputations.

Thus, parties with a higher score are determined to have a better reputation than parties with a lower score. However, this score only a rating of parties and does not provide a probability of success or any other estimated dispute resolution information for a particular dispute or a particular dispute resolution path. Thus, Sloo does not show this element of applicants' independent claims.

- C. Sloo does not show "displaying at the first computer the plurality of steps for the determined dispute resolution paths for resolving the dispute[prior to the selection of a dispute resolution path]."
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In the Previous Reply applicants argued that Sloo does not expressly or inherently show "displaying at the first computer the plurality of steps for the determined dispute resolution paths for resolving the dispute[prior to the selection of a dispute resolution path]," as recited by applicants' independent claims.

In response, the Examiner asserts that prompts that aid the user in moving the process along that occur after the user has selected a dispute resolution option "meets the applicant's claim limitation." Office Action, page 19. Applicants disagree with this assertion.

In particular, applicants' claims recite that "the plurality of steps for the determined dispute resolution paths for resolving the dispute and the estimated dispute resolution information [are displayed]," "in response to the displaying, prompting the user at the first computer to select one of the determined dispute resolution paths", and "in response to receiving the selection at the second computer, initiating the selected dispute resolution path." Thus applicants' independent claims recite that the steps of the dispute resolution path

are displayed before the user selects a path and before the selected path is initiated. Therefore, the prompts of Sloo that aid the user in moving the process along that occur after the user has selected a dispute resolution option do not meet applicants' claim limitations. Thus, Sloo does not show this element of applicants' independent claims.

D. Conclusion

Accordingly, at least because Sloo fails to show each of these features of applicants' amended independent claims 1, 51, and 101 the rejection over Sloo under 35 U.S.C. § 102(b) should be withdrawn.

Applicants' Reply to the Rejection of
Claims 151, 160, and 169 Under 35 U.S.C. § 102(b)

Claims 151, 160, and 169 are rejected under 35 U.S.C. § 102(e) as being anticipated by Sloo.

Claims 151, 160, and 169 depend from applicants' allowable independent claims 1, 51, and 101, respectively. Accordingly, for at least this reason, the rejection of these claims should be withdrawn (In re Fine, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988)).

Claims 151, 160, and 169 are allowable for at least the additional reason that Sloo does not show determining estimated dispute resolution information by providing success rate information for similar disputes resolved using each of the determined dispute resolution paths, as recited by applicants' claims. As discussed above, Sloo does not provide estimated dispute resolution information. Rather, Sloo only refers to providing scores to parties based on their interactions with the system and that these scores correspond to the parties' reputations. Furthermore the scores of Sloo are not determined from

similar disputes resolved using each of the determined dispute resolution paths. Therefore, for at least this additional reason, the rejection of these claims should be withdrawn.

Applicants' Reply to the Rejection of Claims
152, 156, 161, 165, 170, and 174 Under 35 U.S.C. § 102(b)

Claims 152, 156, 161, 165, 170, and 174 are rejected under 35 U.S.C. § 102(e) as being anticipated by Sloo.

Claims 152, 156, 161, 165, 170, and 174 depend from applicants' allowable independent claims 1, 51, and 101, respectively. Accordingly, for at least this reason, the rejection of these claims should be withdrawn. In re Fine.

Claims 152, 156, 161, 165, 170, and 174 are allowable for at least the additional reason that Sloo does not show determining two dispute paths from a plurality of dispute paths based on a profile (claims 152, 161, and 170) or a dispute resolution path that implements at least two dispute resolution mechanisms (claims 156, 165, and 174). As discussed above, Sloo does not show determining a subplurality of dispute paths based on a profile. Therefore, Sloo also does not show selecting two dispute paths. Furthermore each of the dispute paths offered by Sloo only offer a single dispute resolution mechanism. Thus there is nothing in Sloo that shows a dispute resolution path that implements at least two dispute resolution mechanisms. Therefore, for at least these additional reasons, the rejection of these claims should be withdrawn.

Applicants' Reply to the Rejection of
Claims 3, 53, and 103 Under 35 U.S.C. § 103(a)

Claims 3, 53, and 103 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo in view of Vaidyanathan.

Claims 3, 53, and 103 depend from applicants' allowable independent claims 1, 51, and 101, respectively. Accordingly, for at least this reason, the rejection of these claims should be withdrawn. In re Fine.

Claims 3, 53, and 103 are allowable for at least the additional reason that neither Sloo nor Vaidyanathan taken alone or in combination shows determining whether a user has met a predetermined standard for conducting business and in response providing the user a certification.

The Examiner contends that Sloo shows that a third party can intervene to resolve a dispute. The Examiner further contends that Vaidyanathan shows that a dispute resolution specialist is provided with training. Finally, the Examiner concludes that:

It would have been obvious to one of ordinary skill in the art at the time of the invention to incorporate into the complaint handling method and system of Sloo having a list of pre-qualified third party members who can intervene with the training and criteria taught in Vaidyanathan so that the pre-qualified third party members will be fully equipped with substantial experience mediating or arbitrating a range of disputes, thus enabling a higher rate of successful resolutions of disputes." Office Action, page 13.

However, this rejection does not correspond to applicants' claims, which recite that it is determined whether the user that is filing dispute has met the predetermined standard for conducting business (and does not refer to a third-party). Thus, the Examiner's

rejection of this claim and motivation for doing so is irrelevant. Therefore, for at least this additional reason, the rejection of these claims should be withdrawn.

Applicants' Reply to the Rejection of
Claims 5, 55, and 105 Under 35 U.S.C. § 103(a)

Claims 5, 55, and 105 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo in view of Vaidyanathan.

Claims 5, 55, and 105 depend from applicants' allowable independent claims 1, 51, and 101, respectively. Accordingly, for at least this reason, the rejection of these claims should be withdrawn. In re Fine.

Claims 5, 55, and 105 are allowable for at least the additional reason neither Sloo nor Vaidyanathan taken alone or in combination shows determining estimated dispute resolution information for each of the determined dispute resolution paths by determining an estimated time for resolving disputes using each of the determined dispute resolution paths.

The Examiner contends that Sloo shows monitoring how long it takes for parties to respond. The Examiner further contends that Vaidyanathan shows predetermined time periods for responding. Finally, the Examiner concludes that:

It would have been obvious to one of ordinary skill in the art at the time of the invention to incorporate into the complaint handling method and system of Sloo the time periods taught in Vaidyanathan so that the case can be quickly moved along rather than letting it languish and drag out without any resolution. It would be necessary to know the approximant [sic] times needed for resolving a dispute so that notifications can be sent to nudge the parties on and so that the system can know when an

appropriate amount of time to resolve the dispute has passed without resolution, thus moving the case to the next step, either by dismissing the case or moving it to another avenue for resolution. Office Action, page 13.

This rejection also does not follow applicants' claim. The combination of Sloo and Vaidyanathan advocated by the examiner merely introduces predetermined or maximum response time period of Vaidyanathan to Sloo. The Examiner cites the benefit of keeping cases moving as a motivation. However, neither this alleged teaching of the combination of Vaidyanathan and Sloo nor the motivation relate to applicants' claimed approach of providing an estimate of an amount of time to resolve a dispute for each of a subplurality of dispute resolution paths. The estimates are provided before the user selects a dispute resolution path and can help the user in making this selection. Therefore, for at least this additional reason, the rejection of these claims should be withdrawn.

Applicants' Reply to the Rejection of Claims
4, 54, 104, 155, 164, and 173 Under 35 U.S.C. § 103(a)

Claims 4, 54, 104, 155, 164, and 173 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo in view of Kilibaner.

Claims 4, 54, 104, 155, 164, and 173 depend from applicants' allowable independent claims 1, 51, and 101, respectively. Accordingly, for at least this reason, the rejection of these claims should be withdrawn. In re Fine.

Claims 4, 54, 104, 155, 164, and 173 are allowable for at least the additional reason that neither Sloo nor Kilibaner taken alone or in combination shows determining estimated dispute resolution information for each of the determined dispute resolution paths by

calculating a cost for resolving disputes using each of the determined dispute resolution paths (claims 4, 54, 104) or calculating these costs by calculating an average cost of a plurality of disputes resolved using each of the determined dispute resolution paths (claim 155, 164, and 173).

The Examiner concedes that Sloo does not show calculating a cost for resolving a dispute. However, in an attempt to remedy this deficiency in Sloo, the Examiner contends that Kilibaner shows calculating a cost for resolving a dispute. However, Kilibaner does not show calculating a cost for resolving disputes using each of the determined dispute resolution paths as recited by applicants' claims. Rather the portion of Kilibaner cited by the Examiner only refers to determining how to allocate the costs for dispute resolution between parties. This feature Kilibaner does not make up for the deficiency in Sloo. Thus, the combination of Sloo and Kilibaner does not show or suggest providing an estimate of the cost for resolving a dispute for each of a subplurality of dispute resolution paths. Therefore, for at least this additional reason, the rejection of these claims should be withdrawn.

Applicants' Reply to the Rejection of Claims
153, 154, 162, 163, 171, and 172 Under 35 U.S.C. § 103(a)

Claims 153, 154, 162, 163, 171, and 172 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo.

Claims 153, 154, 162, 163, 171, and 172 depend from applicants' allowable independent claims 1, 51, and 101, respectively. Accordingly, for at least this reason, the rejection of these claims should be withdrawn. In re Fine.

Claims 153, 154, 162, 163, 171, and 172 are allowable for at least the additional reason Sloo does not show or suggest that determining the dispute resolution paths is based on a size of the dispute amount (claims 153, 162, and 171) or is based on a relationship between the user and a disputing party (claims 154, 162, and 171).

The Examiner asserts that one of ordinary skill in the art would "take into account the size the dispute and the relationship of the parties in determining a path for dispute resolution. Office Action, page 16. The Examiner cites as an example that in the case of a divorce a couple may want to select negotiation or mediation rather than arbitration.

However, there is no basis in Sloo for this assertion. Sloo clearly discloses that it is the user that determines the path for dispute resolution. See e.g., Sloo, Column 7, lines 29-41. Therefore there is nothing in Sloo that would show or suggest to one of ordinary skill in the art that a subplurality of dispute resolution paths would be determined paths based either on a size of the dispute amount or based on a relationship between the user and a disputing party. Rather, in Sloo the user would be forced to choose a resolution mechanism based entirely on their own judgment and without any guidance from the system. Therefore, for at least this additional reason, the rejection of these claims should be withdrawn.

Applicants' Reply to the Rejection of Claims
157-159, 166-168, and 175-177 Under 35 U.S.C. § 103(a)

Claims 157-159, 166-168, and 175-177 are rejected under 35 U.S.C. § 103(a) as being obvious over Sloo.

Claims 157-159, 166-168, and 175-177 depend from applicants' allowable independent claims 1, 51, and 101,

respectively. Accordingly, for at least this reason, the rejection of these claims should be withdrawn. In re Fine.

Claims 157-159, 166-168, and 175-177 are allowable for at least the additional reason Sloo does not show or suggest that first determined dispute resolution path will move from a first dispute mechanism to a second dispute mechanism only when the first dispute mechanism does not result in a resolution (claims 157, 166, and 175), that a first determined dispute resolution path will move from a first dispute mechanism to a second dispute mechanism without any user intervention when the first dispute mechanism does not result in a resolution (claims 158, 167, and 176) or that a first determined dispute resolution path implements documents only arbitration and a second determined dispute resolution path implements on call mediation followed by arbitration (claims 159, 168, and 177).

The Examiner takes Official Notice "that it is known to move from one dispute resolution path to another if there is no resolution to the dispute." Office Action, page 17. Based on this Official Notice the Examiner contends that "it would have been obvious to one of ordinary skill in the art to move the one path to another if a dispute is not resolved since this is common business practice." Id.

However, the Examiner has not addressed the actual features of applicants' claims. Each of these claims recite that at least one of the dispute resolution paths contains two dispute resolution mechanisms. For example, a dispute resolution path can specify mediation followed by arbitration. Thus, the user is not moving from one path to another, but rather choosing at the outset a

path that includes more than one dispute resolution mechanism.

This is not shown or suggested by Sloo. Each of the paths referred to by Sloo only contain a single dispute resolution mechanism. Accordingly there is no way in Sloo to select a path that will transition from a first dispute mechanism to a second dispute mechanism when the first dispute mechanism does not result in a resolution (claims 157, 166, and 175), a path that will move from a first dispute mechanism to a second dispute mechanism without any user intervention when the first dispute mechanism does not result in a resolution (claims 158, 167, and 176), or the particular arrangement of paths recited by claims 159, 168, and 177. By using the Official Notice, the Examiner has only stated that it is known to try multiple dispute mechanisms to resolve a dispute. Thus the combination of Sloo with the Official Notice only refers to a system in which the user can select a first path mechanism and that if that path is unsuccessful the user can select another path. However this is not what is recited by applicants' claims. Therefore, for at least this additional reason, the rejection of these claims should be withdrawn.

Conclusion

For at least the reasons set forth above, applicants respectfully submit that this application is in condition for allowance. Reconsideration and prompt allowance of this application are respectfully requested.

Respectfully submitted,

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